

Attachment 2

Solar Power Purchase Agreement

Cover Page & Signatures

This Solar Power Purchase Agreement (“PPA”) is entered into by the entities listed below (each a “Party” and collectively the “Parties”) as of _____ (the “Effective Date”).

State of New Jersey, Department of the Treasury, Division of Purchase and Property		Vendor {Contractor}:	
Using Agency			
Address		Address	
Phone	() -	Phone	() -
State Contract Manager		Vendor {Contractor} Contact Person	
Fax	None	Fax	() -
E-mail	@	E-mail	@
Premises Ownership	The State of New Jersey owns certain property located at _____, as more particularly depicted on the attached Exhibit 3 and incorporated by reference herein (the “Premises”).	Additional Vendor {Contractor} Information	
Required Subcontractors:	Subcontractor Name	Subcontractor Address	Subcontractor contact person, phone number and email
Roofing: Y/N			
Electrical: Y/N			
Architect: Y/N			
Engineer: Y/N			
Steel Erector : Y/N			

This Contract sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the interconnected system of solar photovoltaic panels and associated necessary supporting structures and wiring described in **Exhibit 2** (the “System”), and installed on the area or areas of the Premises outlined in red on **Exhibit 3** (the “Facility”).

The exhibits listed below are incorporated by reference and made part of this Contract.

<u>Exhibit 1</u>	Basic Obligations
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	Premises, Facility and System Layout
<u>Exhibit 4</u>	General Terms and Conditions
<u>Exhibit 5</u>	Termination Payment Schedule

**The State of New Jersey
Department of Treasury
Division of Purchase and Property**

Vendor {Contractor}:

Director
Date:

Signature: _____
Date: _____

Exhibit 1
Basic Obligations

1. **Term:** See Section 5.2 of the Bid Solicitation.
2. **Environmental Incentives, Tax Credits and Environment Attributes:** Accrue to Vendor {Contractor}.
3. **Rate Adder (to be combined with Base Rate to give Total Rate for this site):**

Contract Year	\$/kWh
1	\$0.0000
2	\$0.0000
3	\$0.0000
4	\$0.0000
5	\$0.0000
6	\$0.0000
7	\$0.0000
8	\$0.0000
9	\$0.0000
10	\$0.0000
11	\$0.0000
12	\$0.0000
13	\$0.0000
14	\$0.0000
15	\$0.0000
16	\$0.0000
17	\$0.0000
18	\$0.0000
19	\$0.0000
20	\$0.0000

Condition Satisfaction Date: _____, 201__

4. **Projected Service Start Date:** _____, 201__
5. **Rebate Variance.** All prices in this Contract are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
6. **System Installation:**

Includes:	☐ Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System. ☐ Limited Warranty. ☐ List of Approved Subcontractors ☐ Any like substantive equipment ☐ State or Utility Rebate, if any. Describe: _____ ☐ Security Deposit ☐ Bid Bond, Performance Bond, Payment Bond.
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure.

Exhibit 2
System Description

1. **System/Site Location:**
2. **System Size (DC kW):** {...}
3. **Expected First Year Energy Production (kWh):** {...}
4. **Expected Structure:** ☐ Ground Mount ☐ Roof Mount ☐ Parking Structure ☐ Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[{...}]	{...}

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[{...}]	{...}

7. **Premises, Facility and System Layout:** See **Exhibit 3.**
8. **Utility:**_____

Exhibit 3
Premises, Facility and System Layout

An Aerial Photograph of the Premises and the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	[written description of Delivery Point, also indicate below]
Access Points	[written description of access points needed to install and service System, also indicate below]

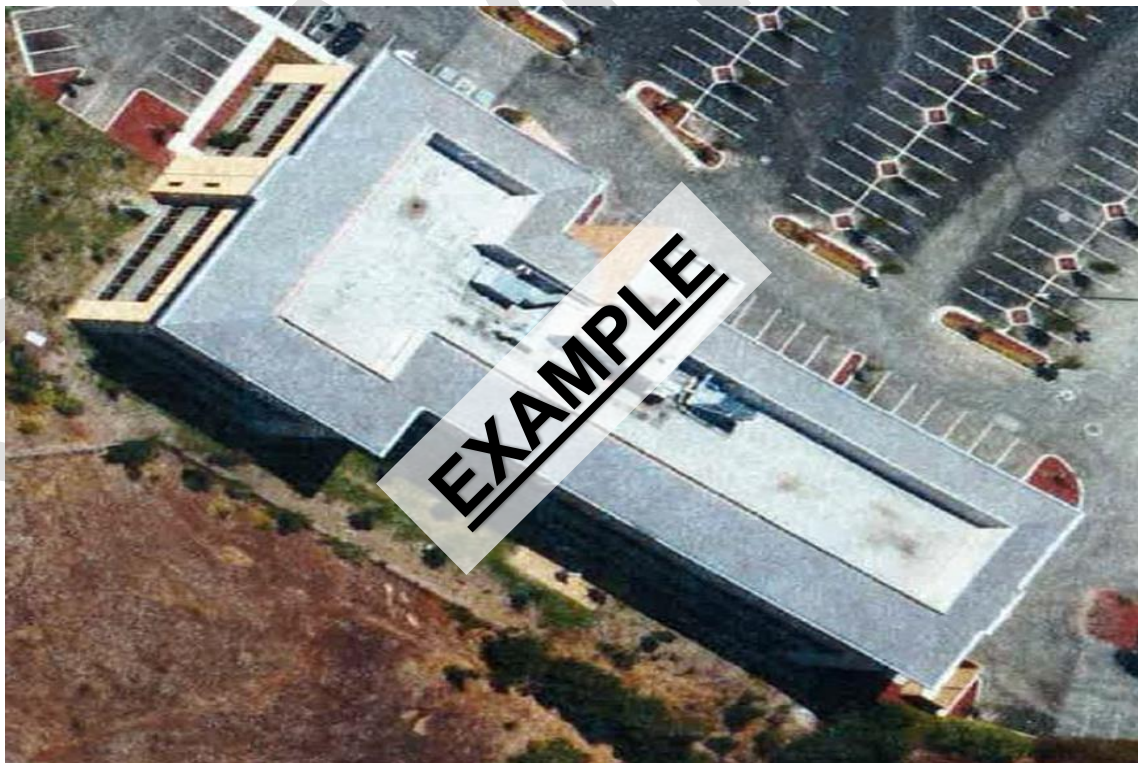


Exhibit 4
Solar Power Purchase Agreement

1. PREAMBLE

This PPA is subject to and entered into under the terms and conditions of the Bid Solicitation T3104, Bid # 18DPP00260, (Bid Solicitation). This PPA hereby incorporates by reference all of the terms and conditions of the Bid Solicitation, including the definitions in Section 2. Pursuant to the Bid Solicitation, a group of Vendors {Contractors} (the "Pool") were awarded the right to compete in a Mini-bid process for numerous site-specific Engagements. Such Engagements are to be memorialized in a PPA such as this one. Each Engagement, as discussed in the Bid Solicitation, involves the installation and maintenance of a System, at a given Facility, such installation to be performed by the Vendor {Contractor}, and subject to the property owner's or Using Agency's agreement to purchase electricity generated on site from these panels from the Vendor {Contractor} for a period of twenty (20) years at the rates set forth in above and in the Vendor's {Contractor's} Quote submitted in response to the initial Bid Solicitation.

This document along with its Exhibits constitute the PPA between _____ (the "Vendor {Contractor}") and _____ (the "Using Agency"), for work to be performed at the Facility described above, and for the purchase of electrical power for the same Facility.

2. TERM

See Section 5.2 of the Bid Solicitation.

3. PURCHASE AND SALE OF ELECTRICITY

- a. The Using Agency shall purchase from Vendor {Contractor}, and Vendor {Contractor} shall sell to the Using Agency, all of the electrical energy generated by the System during the Initial Term and any Additional Term(s) (collectively referred to hereinafter as the "Term"). Electrical energy generated by the System will be delivered to the Using Agency at the delivery point identified in Exhibit 3 (the "Delivery Point"). The Using Agency shall take title to the electrical energy generated by the System at the Delivery Point. The Using Agency may purchase electrical energy for the Facility from other sources if the electrical requirements at the Facility exceed the output of the System at any time. Any purchase, sale and/or delivery of electrical energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
- b. In the event that the System generates more electrical energy than is required by the Facility, and/or more electrical energy than can be stored by the System, if the System has storage capability, then the Vendor {Contractor} sell any excess electrical energy back to the grid.

4. BILLING AND PAYMENT

a. MONTHLY CHARGES

Subject to and dependent upon appropriations being made from time to time by the State Legislature, the Using Agency shall pay the Vendor {Contractor} monthly for the electrical energy generated by the System and delivered to the Delivery Point at the Total Rate, which is the sum of:

- i. the \$/kWh Rate Adder shown in **Exhibit 1**; and
- ii. the \$/kWh Base Rate shown in the Vendor {Contractor's} Quote submitted in response to the initial Bid Submission.

b. TOTAL RATE

The Total Rate shall be an all-inclusive charge, including all applicable taxes if any (the State and its Agencies are exempt from the Sales and Use Tax, See Section 6.2 of the State Standard Terms and Conditions) maintenance, or other charges, fees, or surcharges, regardless of the term used to describe the charge. The Total Rate should also include the cost of the System, and its installation. The only expense to the State or the Using Agency for the entirety of performance under this PPA and the Agreement as a whole shall be the monthly payment of the Total Rate. The monthly payment will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.

c. MONTHLY INVOICES

Vendor {Contractor} shall invoice the Using Agency monthly through the Using Agency's designated third-party electronic billing/ACH Vendor. Such monthly invoices shall state, at a minimum: (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, the State under this PPA and (iii) the total amount due from the State.

d. PAYMENT TERMS

All amounts due under this PPA shall be paid in a manner consistent with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et seq. (See Section 6.5 of the State Standard Terms and Conditions). The payment date shall not be more than sixty (60) days from receipt of a properly executed invoice. Interest, if any, shall be paid in accordance with N.J.S.A. 52:32-34 and -35.

6. ENVIRONMENTAL ATTRIBUTES AND ENVIRONMENTAL INCENTIVES

Unless otherwise specified on Exhibit 1, Vendor {Contractor} is entitled to the benefit of all federal and state Environmental Attributes and Environmental Incentives, including Tax Credits. The Using Agency's purchase of electricity under this Blanket P.O. does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Vendor {Contractor}, and should be considered when submitting pricing. The Using Agency shall reasonably cooperate with Vendor {Contractor} in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. The Using Agency shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Vendor {Contractor}. If any Environmental Incentives are paid directly to the Using Agency, the Using Agency shall promptly pay such amounts over to Vendor {Contractor}.

7. VENDOR'S {CONTRACTOR'S} RIGHTS AND OBLIGATIONS

a. PERMITS AND APPROVALS

Vendor {Contractor}, with the Using Agency's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use and building permits required to construct, install and operate the System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system. All costs and expenses for such interconnection are the sole obligation of the Vendor {Contractor}.

The Using Agency shall cooperate with the Vendor {Contractor's} reasonable requests to assist Vendor {Contractor} in obtaining such agreements, permits and approvals.

b. GRANT OF LICENSE FOR ACCESS

The Using Agency hereby grants to Vendor {Contractor} a limited license for access to the Premises during the Term of this PPA to access, enter, cross, and use the Premises and the Facility for the limited purposes of (a) installing, maintaining, operating, repairing and removing the System; (b) vehicular and pedestrian access to the System sufficient to facilitate the installing, maintaining, operating, repairing and removing of the System; and (c) temporary parking of vehicles on the Premises as directed by the Using Agency for the foregoing limited purposes only (the "License"). The term of the License shall continue until the end of this PPA or as earlier terminated pursuant to the terms of this PPA.

c. USE RIGHTS

Vendor {Contractor's} right to use the Premises and the Facility during the Term is specifically limited to solar energy conversion, the collection and transmission of electrical energy to and from the System, and for related and non-exclusive incidental purposes and activities, including but not limited to: (a) installing, maintaining, operating, repairing and removing the System on and from the Facility; (b) constructing and installing, maintaining, and removing supporting structures, including but not limited to ground fasteners, such as piles and posts, and all necessary below- and above-ground foundations; (c) accessing the Premises, Facility, and the System (including but not limited to access for lifting, rigging, and material-handling equipment); (d) installing such security measures as set forth in this Contract to secure the System, which includes, but is not limited to, fencing around the System; and (e) installing, maintaining, operating, removing, replacing, and repairing on portions of the Premises and the Facility fiber optic cables, inverters, meters, electrical wires and cables required for the collection and transmission of electrical energy to and from the System. An

authorized representative of the Using Agency shall have the right at all times during the Term to enter upon and inspect the Premises, the Facility, and the System so long as the System is not disturbed and remains secured.

d. TEMPORARY LAYDOWN AREA

During the installation of the System, Vendor {Contractor} may temporarily use portions of the Premises as designated on Exhibit 3 for the temporary storage of System components, temporary vehicle parking, and temporary stockpiling of other materials or equipment necessary for the installation of the System, taking all commercially reasonable steps to maintain the Premises in compliance with county and municipal ordinances and regulations.

e. CONSTRUCTION AND INSTALLATION OF SYSTEM

The Vendor {Contractor} shall be solely responsible for all costs arising from and in connection with the construction and operation of the System and renovations to the Facility consistent with the technical specifications set forth in Exhibit 2. Vendor {Contractor} shall be responsible for obtaining all necessary construction permits required and shall submit all construction plans, drawings, etc. to the Using Agency for written approval prior to commencing any work.

- i. Vendor {Contractor} shall provide architectural and engineering services for the purpose of developing all necessary planning, construction, and design documents for construction and installation of the System on the Facility ("Design Documents"), the cost of which shall be paid for by the Vendor {Contractor}. Vendor {Contractor} acknowledges and understands that it is solely responsible for the conformance of said design documents to all applicable codes, regulations, or standards, including, but not limited to, all applicable safety standards.
- ii. Vendor {Contractor} must submit its final Design Documents for the System to the Using Agency for approval. If the proposed final Design Documents are not acceptable to the Using Agency, in whole or in part, by reason of the failure to comport with the Using Agency's specifications, any scope of work approved in writing by the Using Agency during negotiations, or any applicable laws, codes or governmental requirements, the Using Agency shall notify the Vendor {Contractor} of its disapproval of the Design Documents within ten (10) working days of its receipt, specifying the basis for such disapproval in writing. The Vendor {Contractor} shall submit revised proposed final Design Documents within five (5) working days of receipt of the Using Agency's written notice of disapproval, as necessary, provided that the nature of the changes required reasonably does not require more than five (5) working days for redesign and preparation of revised Design Documents, in which event the Vendor {Contractor} shall submit revised Design Documents with all reasonable diligence. In the event the Vendor {Contractor} fails to respond to, cure, or resolve the Using Agency's good faith objections to the proposed final Design Documents following a third submission of revised proposed final Design Documents by the Vendor {Contractor}, the Vendor {Contractor} hereby agrees that the Using Agency shall be entitled to give the Vendor {Contractor} final written notice of a "Failure to Provide Satisfactory Construction Plans". In the event the Vendor {Contractor} fails to cure or commence to cure such failure(s) within thirty (30) days following the Failure to Provide Satisfactory Construction Plans notice, the Vendor's {Contractor's} failure to respond to, cure, or resolve the Using Agency's good faith objections within the thirty (30) day period established by the written notice shall entitle the State to terminate this PPA without any liability to the Using Agency.
- iii. In no event shall the construction and installation of the System compromise the integrity of the roof of the Facility.

f. WARRANTY

Vendor {Contractor} warrants that during the Term of this PPA, the System shall provide at least 85% of its generating capacity, as measured on a monthly basis, to the Facility. Any failure of the System to provide at least 85% of its capacity in two consecutive months, or for more than three non-consecutive months in any given calendar year shall be deemed a breach of this PPA, and may, at the Using Agency's discretion, trigger a termination for cause pursuant to Section 5.7(B) of the State Standard Terms and Conditions.

g. UTILITIES

As permitted by the Utility servicing the Facility, Vendor {Contractor} shall furnish, install and pay for a separate electrical meter to be billed to the Vendor {Contractor} directly. If this is unacceptable to the Utility, Vendor {Contractor} shall furnish and install, at its sole cost and expense, an electrical sub-meter at the Facility for the measurement of electrical power used by Vendor {Contractor} during the Term, which sub-meter must comply with all applicable State laws and regulations. Vendor {Contractor} shall pay to the Using Agency, as a credit on each monthly invoice, for its

own power consumption thirty (30) days after receipt of an invoice from the Using Agency indicating the amount of energy used, at the local utility company rate.

h. DATA LINE

Vendor {Contractor} shall provide, at its sole cost, a high speed internet data line from the Facility during the Term to enable Vendor {Contractor} to record the electrical energy generated by the System subject at all times to the terms and conditions of this PPA. Vendor {Contractor} shall make this data available to the Using Agency in real time at no charge.

8. THE USING AGENCY'S RIGHTS AND OBLIGATIONS

a. MAINTENANCE OF ELECTRICAL EQUIPMENT, WIRING

The Using Agency is responsible for the maintenance and repair of the Facility's electrical network (excluding the System) and of all of the Using Agency's equipment that utilizes the System's outputs, including any. The Using Agency shall properly maintain all of the Using Agency's electrical supply or backup generation equipment that the Using Agency may shut down while utilizing the System. The Using Agency shall promptly notify Vendor {Contractor} of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

b. ALTERATIONS

The Using Agency shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without five (5) business days' written notice to the Vendor {Contractor} (except for emergency repairs, for which notice may be given at a time and in a manner appropriate to the circumstances), setting forth the alteration or repair to be undertaken. Such notice shall give the Vendor {Contractor} the opportunity to advise the Using Agency in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, the Using Agency shall, consistent with and pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., be responsible for all damage to the System caused by the Using Agency or its officers, employees, agents or contractors.

- i. To the extent that temporary disconnection or removal of the System may be necessary to perform alterations or repairs to the Facility, whenever possible such re-connection and/or re-installation of the System after completion of the Using Agency's alterations and repairs shall be done by Vendor {Contractor} or its contractors at the Using Agency's cost provided such costs are reasonable, as determined by the Division of Property Management and Construction in its sole discretion.
- ii. If such alterations or repairs require the Vendor {Contractor} to disconnect the System for more than three (3) days during any thirty (30) day period, the Using Agency shall pay Vendor {Contractor} an amount equal to the sum of:
 - a. Payments that the Using Agency would have made to Vendor {Contractor} hereunder for electrical energy that would have been produced by the System during such disconnection or removal;
 - b. Revenues that Vendor {Contractor} would have received with respect to the System under the any rebate program and any other assistance program with respect to electrical energy that would have been produced during such disconnection or removal;
 - c. Revenues from Environmental Attributes that Vendor {Contractor} would have received with respect to electrical energy that would have been produced by the System during such disconnection or removal; and
 - d. Tax Credits that Vendor {Contractor} (or, if Vendor {Contractor} is a pass-through entity for tax purposes, Vendor's {Contractor's} owners) would have received with respect to electrical energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b).
- iii. All of the Using Agency's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable State and federal laws, regulations codes and permits.

c. **OUTAGES**

The System shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a “Scheduled Outage”) per calendar year during the Term, during which hours the Using Agency shall not be obligated to accept or pay for electricity from the System; provided, however, that the Party causing the Scheduled Outage shall provide notice to the other Party in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, the Using Agency shall pay Vendor {Contractor} an amount equal to the sum of:

- i. Payments that the Using Agency would have made to Vendor {Contractor} hereunder for electrical energy that would have been produced by the System during the outage;
- ii. Revenues that Vendor {Contractor} would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage;
- iii. Revenues from Environmental Attributes that the Vendor {Contractor} would have received with respect to electrical energy that would have been produced by the System during the outage; and
- iv. Tax Credits that Vendor {Contractor} (or, if Vendor {Contractor} is a pass-through entity for tax purposes, Vendor's {Contractor's} owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

d. **LIENS**

The Using Agency shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. The Using Agency shall notify Vendor {Contractor} in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Vendor {Contractor}.

e. **INSOLATION**

The Using Agency understands that unobstructed access to sunlight (“Insolation”) is essential to Vendor’s {Contractor’s} performance of its obligations, the performance of the System, and a material requirement of this PPA and the Agreement as a whole. The Using Agency shall not cause and, where reasonably possible, shall not permit any interference with the System’s Insolation. If the Using Agency becomes aware of any activity or condition that could diminish the Insolation of the System, the Using Agency shall notify the Vendor {Contractor} immediately and shall cooperate with the Vendor {Contractor} in preserving the System’s existing Insolation levels.

9. **RELOCATION OF SYSTEM**

a. **SYSTEM RELOCATION**

If the Using Agency ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, the Using Agency shall have the option to provide the Vendor {Contractor} with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. The Using Agency shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it plans to vacate the Premises or the Facility. In connection with such substitution, the Using Agency shall execute a revised substitute agreement that shall have all of the same terms as this PPA except for the (i) effective date; (ii) the license, which will be amended to grant access in the substitute premises where the System is relocated to; and (iii) term, which will be equal to the remainder of the Term of this PPA calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this PPA without termination. If applicable, the Using Agency shall also provide any new consents, certifications or acknowledgments reasonably required by the Parties in connection with the substitute premises and the revised substitute agreement.

b. **COSTS OF RELOCATION**

The Using Agency shall pay all reasonable costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Vendor {Contractor} in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of any other out-of-pocket expenses connected to preserving and refiling the interests of Vendor {Contractor} or its affiliates with regard to the System. In addition, the Using Agency shall pay Vendor {Contractor} an amount equal to the sum of (i) payments that the Using Agency would have made to Vendor {Contractor} hereunder for electrical energy that would have been produced by the System during the relocation; (ii) revenues that Vendor {Contractor} would have received with respect to the System under the any rebate program and any other assistance program with respect to electrical energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Vendor {Contractor} would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Vendor {Contractor} (or, if Vendor {Contractor} is a pass-through entity for tax purposes, Vendor's {Contractor's} owners) would have received with respect to electrical energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Vendor {Contractor} and the Using Agency mutually agree to an alternative methodology.

c. ADJUSTMENT FOR INSOLATION; TERMINATION

In the event that the Using Agency decides to relocate during the Term, Vendor {Contractor} shall remove the System from the vacated Facility prior to the termination of the Vendor's {Contractor's} ownership, lease or other rights to use such Facility. Vendor {Contractor} will be required to restore the Facility to its prior condition in accordance with Section 11 of this PPA. If the substitute facility has inferior Insolation as compared to the original Facility, Vendor {Contractor} shall have the right to make an adjustment to **Exhibit 1** such that the Using Agency's payments to Vendor {Contractor} are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Vendor {Contractor} for reduced revenues from Environmental Attributes and reduced Tax Credits that Vendor {Contractor} (or, if Vendor {Contractor} is a pass-through entity for tax purposes, Vendor's {Contractor's} owners) receive as a result of the relocation. If the Using Agency is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by the Using Agency.

10. DECOMMISSIONING OF SYSTEM AT EXPIRATION

- a. Upon the end of the Term or earlier termination of this PPA, Vendor {Contractor} shall, at its expense, Decommission and remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than thirty (30) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Vendor's {Contractor's} Decommissioning of the System affect the integrity of the Using Agency's roof, which shall be as leak proof as it was prior to Decommissioning and shall be flashed and/or patched to existing roof specifications. Vendor {Contractor} shall leave the Facility in neat and clean order. The Parties shall conduct Decommissioning inspection of the Facility at least fifteen (15) days prior to the expiration or earlier termination of this PPA in order to compile a list of items that Vendor {Contractor} is required to complete.
- b. If Vendor {Contractor} fails to attend the Decommissioning inspection or fails to Decommission or to commence substantial efforts to Decommission the System by such agreed upon date, the Using Agency shall have the right, at its option, to deem the System abandoned and dispose of same at Vendor {Contractor} sole cost and expense without being liable to Vendor {Contractor} for any damages. In such event, Vendor {Contractor} shall be responsible for all of the Using Agency's costs and expenses to Decommission the System and restore the Facility to its original condition (other than ordinary wear and tear).
- c. The Using Agency shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System Decommissioning.

11. MEASUREMENT

Vendor {Contractor} shall install, at its sole cost and expense, one or more meter(s), as Vendor {Contractor} deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Vendor {Contractor} shall maintain the meter(s) in accordance with industry standards at Vendor's {Contractor's} sole cost and expense.

Exhibit 5

Termination Payment

Contract Year	Termination Payment Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
After Year 20	Fair Market Value

End of Attachment 2